

## Tecnica Ltd Terms and Conditions

### 1. GENERAL

In these terms and conditions of trading 'TECNICA' means TECNICA LTD. 'The Company' means the customer to whom Tecnica agrees to supply goods. 'Goods' means any equipment or services supplied by Tecnica. These terms and conditions shall apply to all contracts entered into between TECNICA and the customer unless agreement to the contrary in writing by an authorised officer of Tecnica.

### 2. ORDERS

All orders are subject to availability of goods and to written acceptance by Tecnica. Any prior indications by Tecnica by email, telephone, facsimile or verbally shall be provisional only.

### 3. PRICES

Catalogues, price lists, videos and other advertising or promotional material are intended to provide an indication as to the price range and dimension of goods offered by Tecnica and no variations shall give rise to a claim against Tecnica. Tecnica reserves the right to pass on to the company any increase or decrease in the costs of providing the goods that occur between the date of quotation and delivery. All prices quoted are strictly net. In addition to the quoted price, the company will pay Value Added Tax where applicable.

### 4. CANCELLATION

If all or part of an order is cancelled by Buyer, or by Tecnica Ltd due to Buyer's default, within 30 days prior to delivery, a cancellation charge of 40% shall be levied. All annual support contracts automatically renew on the anniversary date of the commencement date. Cancellation must be in writing at least 90 days prior to the anniversary. Written cancellation received less than 90 days of the anniversary will be effective beyond the anniversary and the sum equal to the total value of the annual support will be payable. All debenture days are non refundable and must be used within 12 months of purchase, any debenture days outstanding at the end of the 12 months cannot be carried forward and will be deemed to have expired.

### 5. MANUFACTURERS SPECIFICATION

The company recognises that TECNICA is a distributor of goods. Although Tecnica will try to notify the company of any variations of which it is aware the company accepts that Tecnica cannot be accountable for the consequences of any variations made by the manufacturer or shortage of supplies.

## 6. SOFTWARE PRODUCTS

In accordance with trade practice many manufacturers or suppliers of computer software products and similar goods retain title to the copyright and other intellectual property rights. Tecnica only transfers such title as it may have and no warranties express or implied are given as to whether or not the intended use is permitted by the owner of such rights.

## 7. DELIVERY

1. Dates and times quoted by Tecnica for delivery run from the receipt by Tecnica of a written order or from resolution of technical details whichever is the later. All dates and times quoted are estimated and any delay in meeting delivery dates will not give rise to a right to cancel the order.

2. Offers for goods ex-stock are subject to the goods being unsold at the time of receipt of the company's order or resolution of technical detail whichever is the later.

3. Unless specifically included in the quotation, prices quoted do not include delivery and any delivery charges incurred by Tecnica will be passed on to the company.

4. Tecnica reserves the right to make part deliveries. Any request by the company for Tecnica to delay or split delivery may result in a stockholding charge and any additional cost

## 8. PAYMENT

Incurred by Tecnica being debited to the company.

1. Unless agreed to the contrary in writing all invoices are payable before shipment of the goods or against proforma invoice whichever is the earlier. If the customer is an approved account holder invoices are payable net, (and any right to set off is hereby excluded) not later than the 15th day of the month following the date of the month.

2. If the company fails to make payment as provided for above Tecnica shall have the right (in addition to any other remedies) to charge interest on overdue accounts at the rate of 2.5% per month until payment is received.

3. In addition to any other rights available Tecnica shall have the right of access to enter into the purchasers premises and to take possession of any goods supplied by Tecnica for which payment is overdue. In exercising such rights to enter and remove goods Tecnica will use the minimum force required but will not be responsible for any damage done.

## 9. FORCE MAJURE

Tecnica shall not be liable for any loss whatsoever suffered by the company in the event of cancellation of the agreement to supply goods if the supply of goods would be illegal, contrary to manufacturers conditions of sales or impossible for Tecnica to perform.

## 10. INSOLVENCY

In the event that the company is declared insolvent or compounds with its creditors or has distress levied against its goods or assets or has a receiver appointed Tecnica shall have the right to suspend deliveries until payment has been made for goods already supplied and for all outstanding orders.

## 11. DELIVERY AND PASSING OF RISK

Tecnica will deliver the goods to the company at the place specified in the contract or at such other place within the United Kingdom as the company directs, risk of loss, damage or destruction of the goods will pass to the company on delivery in good condition. Notification of transit damage must be reported within 24 hours of receipt.

## 12. PASSING OF PROPERTY

a) Unless otherwise agreed in writing between Tecnica and the company, property and title in the goods shall not pass to the company until the whole price therefor and all other sums due in terms of the contract have been received by Tecnica.

b) Until all sums due in terms of the contract (including the price) have been paid the company will hold and store the goods as agent for Tecnica and in a manner which clearly distinguishes them from any other goods of the company and indicates that they are in fact owned by Tecnica and not by the company.

c) The company will not sell or dispose of any individual consignment of or delivery of the goods save as agent for Tecnica until the whole price therefor and all other sums due in terms of the contract have been received by Tecnica and in the event of any sale or disposal by the company, the company will ensure that these conditions of sale are expressly incorporated into the relative contract with the party buying or otherwise acquiring such of the goods from the company as aforesaid. The company will hold the proceeds of such sale or disposal as agent for Tecnica and will not be entitled to intromit such fund as its own.

d) On the expiry of any credit if Tecnica will not have received payment in full for the goods or:

i) a receiver is appointed over the whole or any part of the assets of the company, or

- ii) a resolution is passed or a petition is presented for the winding-up of the company, or
- iii) the company commits an act of bankruptcy or becomes not our bankrupt,

Tecnica will be entitled to require the company at the company's own expense to return to Tecnica such of the goods as have not then been paid for in full and should the company fail to do so Tecnica is irrevocably authorised by the company without notice to enter any premises in which the goods are situated for the purpose of collecting and removing such of the goods and the company will be responsible for (and will on demand reimburse Tecnica with) all Tecnica's costs and expenses in connection with such collection and removal. e) Sub-clauses (a), (b), (c) and (d) of this clause will each be construed and receive effect as a separate clause of these conditions.

### 13. WARRANTY

The company recognises that Tecnica is not the manufacturer of the goods supplied. Tecnica will pass on to the purchaser all unexpired warranties it receives from the manufacturer(s) but, so far as is permitted by law, Tecnica excludes liability for any loss of any nature including consequential loss arising out of the use or supply of the goods. The company is advised to keep in force a maintenance contract in respect of the goods.

### 14. RETURNS

All goods shall be deemed accepted unless rejected within 14 days of delivery/collection of the goods. Notice of rejection must be in writing giving detailed reasons for rejection. No compensation, credit or right of set off shall be given by Tecnica until the same has been received by Tecnica from the manufacturers, suppliers or insurers as the case may be.

### 15. RETURNS PROCEDURE

Before returning any goods to Tecnica the company shall:-

1. Notify Tecnica by letter, email or facsimile of its desire to return the goods together with the reason for the return.
2. Obtain from Tecnica a designated return label which will contain an identification number and shall be affixed by the customer to the packaging in a prominent position. This procedure is solely for administrative convenience and the issue of a return label shall not be taken as an admission of any fault and/or liability whatsoever on the part of Tecnica in relation to the goods being returned. No goods shall be returned without Tecnica's prior approval.